

Law Office of Neale Shields
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August 18, 2021

Via First Class and Certified Mail, RRR and Email

Microwave Industrial Services, LLC
5404 Ashbrook Drive
Houston, TX 77081
Attn: Kevin Sustala

Re: Demand for immediate payoff of Promissory Notes made by Microwave Industrial Services, LLC ("MIS") in favor of Hancock Whitney Bank ("HWB")

Dear Mr. Sustala:

I am counsel to HWB and am writing in regard to: (i) that certain Promissory Note in the original principal amount of \$220,000.00 dated October 1, 2020 ("PN1") made by MIS in favor of HWB, and (ii) that certain Promissory Note in the original principal amount of \$280,000.00 dated July 2, 2019 ("PN2") made by MIS in favor of HWB. As you are aware, PN1 matured on July 31, 2021 pursuant to its terms and the terms of that certain Forbearance Agreement effective February 26, 2021. With respect to PN2, multiple events of default have occurred pursuant to the express terms of PN2, including, but not limited to, payment defaults (payments required under PN2 are currently due for May, June, July, and August), the occurrence of property tax and federal IRS liens, the failure to provide "correct current financial statements," and the failure of MIS to comply with its obligations under PN1. As a result of said Events of Default, HWB has chosen to exercise its right to accelerate the amounts due under PN2 and so declares that the entire indebtedness due under PN2, including the unpaid principal balance on PN2, all accrued, unpaid interest thereon, and all other amounts, costs, and expenses for which MIS is responsible under PN2, are immediately due and owing.

As of August 18, 2021, there is an outstanding principal balance due on PN1 of \$215,014.35 and accrued, unpaid interest of \$1,433.43.¹ As of August 18, 2021, there is an outstanding principal balance due on PN2 of \$209,624.01, accrued, unpaid interest of \$5,243.97², and late charges of \$1,647.60. In addition, because of MIS' failure to pay the amounts due under PN1 and PN2, MIS (as well as the Guarantors of said loans) are also contractually responsible to pay HWB's reasonable attorney's fees and other collection costs incurred in Lender's attempts to collect the loans. However, as a one-time accommodation,

¹ Interest on PN1 is currently accruing at the contract rate of 5%, or \$29.8631041 per diem. However, if PN1 is not paid off on or before September 3, 2021, interest will begin to accrue at the default rate of 18.0%.

² Interest on PN2 is currently accruing at the contract rate of 6.5%, or \$37.8487795 per diem. However, if PN2 is not paid off on or before September 3, 2021, interest will begin to accrue at the default rate of 18.0%.

should both PN1 and PN2 be paid in full no later than September 3, 2021, HWB will waive its currently incurred attorneys' fees owed under the loan documents.

Please do not hesitate to contact me if you have any questions with regards to the foregoing or need an exact payoff figure. Should MIS (and/or Messrs. Levitz or Sustala – the Guarantors of PN1 and PN2) fail to timely pay off PN1 and PN2 as demanded above, HWB will have no choice but to move forward with its available remedies, including but not limited to the filing of suit against all obligors of PN1 and PN2. We look forward to full payment of the indebtedness owed to HWB as demanded above so that it does not become necessary to take further legal action.

Sincerely,

A handwritten signature in blue ink, appearing to read "Neale Shields", with a long, sweeping horizontal line extending to the right.

Neale Shields
Law Office of Neale Shields

cc: **Via First Class Mail and Certified Mail, RRR and Email**

Kevin Sustala
5233 Bellaire Blvd. B410
Bellaire, TX 77401

Via First Class Mail and Certified Mail, RRR and Email

Abe Barret Levitz
1912 Summer Street, Unit B
Houston, TX 77007

Eric K. Sander